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8 Attorneys for Plaintiff
9 ROBERT BARGHOORN

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11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**

13 ROBERT BARGHOORN,

14 Plaintiff,

15 v.

16 FCA US LLC; HADDAD DODGE/KIA;
17 and DOES 1 through 10, inclusive

18 Defendants.

Case No. 1:23-cv-00817-NODJ-CDB

**Request for Entry of Judgment
Pursuant to FRCP 68(a)**

[Complaint Filed: July 22, 2022]

**TO THE HONORABLE COURT AND ALL PARTIES AND THEIR
ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE Plaintiff ROBERT BARGHOORN accepted Defendant FCA US LLC's Offer of Judgment Pursuant to Fed. R. Civ. P. 68 in the amount of \$130,067.20 on September 21, 2023, which is attached hereto as **Exhibit 1**. Plaintiff hereby applies for the Entry of Judgment in the amount of \$130,067.20 pursuant to the terms of the Rule 68 attached herein.

Dated: December 21, 2023

STRATEGIC LEGAL PRACTICES, APC



TIONNA CARVALHO
Attorney for Plaintiff
ROBERT BARGHOORN

EXHIBIT 1

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Attorneys for Defendant
FCA US LLC

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ROBERT BARGHOORN,

Plaintiff,

vs.

FCA US, LLC; HADDAD
DODGE/KIA; AND DOES 1
through 10, inclusive,

Defendants

Case No. 1:23-cv-00817-CDB

**DEFENDANT FCA US LLC'S
OFFER OF JUDGMENT
PURSUANT TO FEDERAL RULE
OF CIVIL PROCEDURE 68**

TO PLAINTIFF AND HIS ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that pursuant to the provisions of Rule 68 of the Federal Rules of Civil Procedure, Defendant FCA US LLC ("FCA" or "Defendant") offers:

1. Without admitting liability, FCA will pay Plaintiff ROBERT BARGHOORN ("Plaintiff"), in exchange for a dismissal with prejudice as to the entire action against all defendants, **\$130,067.20**, inclusive of any and all loan payoff amounts, civil penalties and any incidental/consequential damages, and any

Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111

1 and all liability claimed in this action subject to proof. Such dismissal shall be
2 filed within 5 days upon satisfaction of funding.

3 2. FCA will satisfy such funding obligations within 90 days after FCA's
4 counsel receives all documents necessary to process the settlement, unless
5 circumstances caused by Plaintiff result in delay.

6 3. In addition, if the parties are unable to resolve attorney's fees and
7 costs, FCA offers to pay reasonable costs, expenses and attorneys' fees pursuant
8 to a properly noticed motion pursuant to Fed. R. Civ. P. Rule 54. FCA agrees that
9 Plaintiff is the prevailing party for the purposes of any fee motion, as defined by
10 Civil Code section 1032. If a motion is needed, this shall not be construed as a
11 waiver of FCA's rights to assert arguments in opposition thereto based on the
12 reasonableness of the fees, costs or expenses sought.

13 4. FCA will waive all claims it may have for costs and fees in this action.

14 5. Pursuant to Federal Rule of Civil Procedure Rule 68, Plaintiff may
15 become obligated to pay Defendant's post-offer costs if Plaintiff does not accept
16 this offer and fail to obtain a more favorable recovery. Further, Plaintiff shall not
17 recover post-offer costs, including attorneys' fees from the date of this Statutory
18 Offer. The Court, in its discretion, may require Plaintiff to pay a reasonable sum
19 to cover Defendant's post-offer costs of the services of Defendant's expert
20 witnesses, who are not regular employees of any party, actually incurred and
21 reasonably necessary in either, or both, the preparation or trial of this case by
22 Defendant.

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6. Pursuant to Federal Rule of Civil Procedure Rule 68, this Statutory Offer can be accepted by signing a statement that the offer is accepted. A statement indicating acceptance of this Statutory Offer, which may be signed by counsel for Plaintiff, is set forth below. If this Statutory Offer to compromise is not accepted and notice given by Plaintiff within the time provided by Rule 68 of the Federal Rules of Civil Procedure, then it shall be deemed withdrawn.


Dated: September 1, 2023 GORDON REES SCULLY MANSUKHANI, LLP

By: /s/ James P. Mayo
Spencer P. Hugret
James P. Mayo
Reshma Bajaj
Attorneys for
Defendant
FCA US LLC

On behalf of Plaintiff, I hereby accept the above Rule 68 Offer made by Defendant.

Dated: September 21, 2023

STRATEGIC LEGAL PRACTICES,
APC

By: 
Tionna Dolin
Attorney for Plaintiff
ROBERT BARGHOORN

PROOF OF SERVICE

Robert Barghoorn v. FCA US LLC, et al.
USDC Eastern District of California Case No. 1:23-cv-00817-CDB

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: Gordon Rees Scully Mansukhani, LLP 275 Battery Street, Suite 2000, San Francisco, CA 94111. On the below-mentioned date, I served the within documents:

DEFENDANT FCA US LLC'S OFFER OF JUDGMENT PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 68

- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by transmitting VIA ELECTRONIC MAIL from spalmos@grsm.com the document(s) listed above to the email address(es) set forth below on this date before 5:00 p.m. (*Per agreement of the parties.*)
- ☐ by having Nationwide PERSONALLY DELIVER the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at San Francisco, addressed as set forth below.
- ☐ by placing a true copy thereof enclosed in a sealed envelope, at a station designated for collection and processing of envelopes and packages for overnight delivery by FEDEX as part of the ordinary business practices of Gordon Rees Scully Mansukhani, LLP described below, addressed as follows:

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Tel.: (310) 929-4900
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Email: emailservices@slpattorney.com
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Attorney for Plaintiff

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 1, 2023 at San Francisco, California.



Sara Palmos